

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 47 Pages

AGREEMENT NUMBER

R96.134

REGISTRATION NUMBER

AMENDMENT NUMBER

11

1. This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME
California Department of Corrections and Rehabilitation
 CONTRACTOR'S NAME
The GEO Group, Inc.
2. The term of this Agreement is March 6, 1997 through June 30, 2016
3. The maximum amount of this Agreement after this amendment is: \$190,075,751.86
One Hundred Ninety Million, Seventy-Five Thousand, Seven Hundred Fifty-One Dollars and Eighty-Six Cents.
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 - A. Effective December 13, 2012, the term of this Agreement is extended through June 30, 2016.
 - B. The amount of this Agreement is increased by \$46,571,004.16 for a total contract amount not to exceed \$190,075,751.86.
 - C. All reference to the name The GEO Group, Inc. (Golden State MCCF) is hereby corrected to its true and legal name The GEO Group, Inc.
 - D. All reference to the term start date March 3, 1997 is hereby corrected to March 6, 1997.
 - E. Attachment A.1 – Federal Receiver Medical Requirements is added and attached hereto (12 Pages).
 - F. Attachment C – Business Associates Agreement (HIPAA) is added and attached hereto (12 Pages).

(Continued)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

The GEO Group Inc.

BY (Authorized Signature)



DATE SIGNED (Do not type)

9-21-12

PRINTED NAME AND TITLE OF PERSON SIGNING

Amber D. Martin, Vice President, Contract Administration

ADDRESS

621 NW 53rd Street, Suite 700, Boca Raton, FL 33487**STATE OF CALIFORNIA**

AGENCY NAME

California Department of Corrections and Rehabilitation

BY (Authorized Signature)



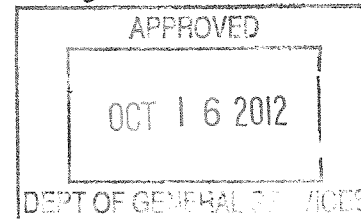
DATE SIGNED (Do not type)

9/26/12

PRINTED NAME AND TITLE OF PERSON SIGNING

Debra L. Smith, Chief

ADDRESS

10000 Goethe Road, Suite C-1, Sacramento, CA 95827CALIFORNIA
Department of General Services
Use Only☐ Exempt per:

STANDARD AGREEMENT AMENDMENT

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The GEO Group, Inc.
California Department of Corrections and Rehabilitation
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G. The following Exhibits are hereby amended/added:

1. Exhibit 6.14 - Total Contract Allotment FY 2012/2013 (amended, 1 Page)
2. Exhibit 6.15 - Total Contract Allotment FY 2013/2014 (1 Page)
3. Exhibit 6.16 - Total Contract Allotment FY 2014/2015 (1 Page)
4. Exhibit 6.17 - Total Contract Allotment FY 2015/2016 (1 Page)
5. Exhibit 7.13 - Minimum Required Staffing FY 2012/2013 (amended, 1 Page)
6. Exhibit 7.14 - Minimum Required Staffing FY 2013/2014 (1 Page)
7. Exhibit 7.15 - Minimum Required Staffing FY 2014/2015 (1 Page)
8. Exhibit 7.16 - Minimum Required Staffing FY 2015/2016 (1 Page)
9. Exhibit 14 - Plata v. Brown (*Schwarzenegger*) and Coleman v. Brown (*Schwarzenegger*)*
10. Exhibit 15 - Utilization Management Program, Chapter 6A and 6B (10 Pages)
11. Exhibit 16 - CDCR 7323 Contract Beds Unit/Facilities Inmate Health Care Advice Record (1 Page)
12. Exhibit 17 - Non-Routine Medical Transportation and Security Overtime Report (1 Page)
13. Exhibit 18 - Mental Health Services Delivery System Guide revised 2009**

All other terms and conditions shall remain the same.

* Exhibit 14 is incorporated by reference and made part of this agreement. It may be viewed at <http://www.caed.uscourts.gov/caedDocuments/90cv520o10804.pdf>

** Exhibit 18 is incorporated by reference and made a part of this Agreement. It may be viewed at <http://intranet/Pro/cphcs/mentalhealth/Documents/ProgramGuide/MHSDS%20Program%20Guide%202009%20Revision%20COMPLETE.pdf>

1. Medical Services

COMPLIANCE WITH CLASS ACTION MANDATES

Unless otherwise provided, the Contractor shall permit the CDCR, court appointed Receiver or Special Master, and any other duly authorized agent or governmental agency, to monitor all activities conducted by the Contractor pursuant to the terms of the Agreement. Specifically included in this provision is the right of the federally appointed receiver in the case of *Plata v Brown* (Exhibit 14) to monitor healthcare services within the institution. As CDCR or the Receiver may in their sole discretion deem necessary or appropriate, such monitoring may consist of internal procedures evaluation, examination of program data, special analysis, on-site reviews, formal audit examinations or any other reasonable procedures. All such monitoring shall be performed in a manner that shall not unduly interfere with Agreement work. Also specifically included in this provision is the right of the Special Master in the pending case of *Coleman v. Brown* (Exhibit 14) to monitor the provision of constitutionally adequate mental health care for all plaintiff class inmates. Former class members may be transferred pursuant to the Agreement and some transferred inmates may become members of the plaintiff class during their stay in the Contractor's facility(ies). The contracting parties acknowledge that the Special Master or his designee(s) may make inquiries involving policies and procedures for care of plaintiff class members and shall have the right, if a dispute about the adequacy of provided mental health services arises, to visit and assess the mental health services provided by the Contractor to plaintiff class members. Contractor shall cooperate with such visits, which shall not interfere unduly with Agreement work.

2. Deficiencies/Requirement for Corrective Action Plan

In the event that the California Prison Health Care Services (CPHCS), Field Support Division (FSD) ever identifies any deficiency in the medical services or processes involving providing health care to CDCR patient-inmates, on either a routine audit or based on a review after a specific incident, it is the expectation of *Plata* or CDCR that the Contractor will prepare a detailed Corrective Action Plan (CAP) outlining its proposed steps to remediate the identified deficiency. During implementation of the CAP, status updates of these Plans of Action shall be provided to CPHCS, FSD on a monthly basis until such deficiencies are resolved.

3. Healthcare Monitor

The Receiver appointed in the Federal case of *Plata v. Brown*, may in his discretion, appoint a Healthcare Monitor to either be housed at the Facility, or to make periodic inspection visits to the Facility consistent with the provisions of this section.

4. Medical/Mental Health

The Contractor shall provide essential health services, including medical and mental health services, while meeting the applicable standards and levels of quality established by the ACE, NCCHC, and CCR title 15. In addition, the Contractor shall provide services consistent with all applicable federal, state, and local laws and regulations governing the delivery of offender health services and any applicable Court orders, including, but not limited to orders issued in the case of *Plata v. Brown* and *Coleman v. Brown* and establish the necessary quality controls to ensure all policies and procedures are designed and implemented in a manner to promote orderly and efficient delivery and management of health care services to CDCR Offenders. Compliance with applicable court orders as set forth above shall not be deemed to be submission to the jurisdiction of the ordering court, and is a contractual obligation only.

5. Services

All offender medical services shall be provided at the facility when possible. The Contractor must provide sufficient space for the on-site delivery of basic medical services which must be provided in an appropriate location dedicated to that function. The medical area must be centrally located to inmates and have direct and ready access to inmates (during normal work hours) without the requirement for staff escorts.

The Contractor shall provide medical services to the patient-inmate population that includes, but is not limited to, the following:

- a. Providing/conducting patient interviews, assessment, planning, implementation, screening and evaluation.
- b. Addressing triage of inmate healthcare complaints and making appropriate referrals.
- c. Giving basic treatments for injuries and illnesses including dressings, bandages, hot and cold therapy, dispensing medications, etc.
- d. Providing liaison between the CDCR CPHCS, FSD and/or the Hub Institution's CMO or designee.
- e. Maintaining accurate and confidential unit health records.
- f. Providing administrative services such as making appointments for inmates and processing general paperwork required to operate inmate healthcare and outpatient services.
- g. Administering and ensuring compliance with the Inmate Co-payment requirements as defined in DOM and Title 15, Section 3354.2 and as directed by CPHCS.
- h. Collecting, storing and processing blood, urine and saliva specimens.

Applicable health care services are to be provided consistent with departmental policies, procedures, regulations and any revisions therein (e.g. DOM sections 54040; 54045; 54046; 54050; 54055; 54060 [or as otherwise revised/delineated in Chapter 90000] and Title 15, Subchapter 4, Articles 8 and 9).

The Contractor shall provide adequate security coverage commensurate with the medical services/activities being conducted.

The Contractor shall have a written plan supported by policies and procedures for providing emergent, urgent, and routine medical and mental health services. The plan shall include, but is not limited to the following:

- Access to 24 hour health care, seven days a week emergency medical and mental health care;
- Initial health screening;
- Health appraisal examination;
- Daily triaging of complaints;
- Sick call procedures with a health care practitioner at least 5 days per week if necessary to timely meet the required health care needs of their respected facility and have emergency services available as needed when not staffed;
- Diagnostic or specialty services;
- Adequate staffing of trained professionals health care services staff and support staff;
- Pharmaceutical services and supplies;
- No co-pay to CDCR offender for medication refills and renewals;
- Health education;
- Infection control;
- Credentialing, privileging, and peer review;
- Informed consent/refusal of care must be documented;
- Mid-level protocols
- Chronic disease management program;
- Medical emergency response;
- Mental health services;
- Maintenance of medical records;
- Transportation procedures;
- Transfer/release process;
- Monitoring reports – Contractor shall submit daily, weekly and monthly reports; and
- Compliance audits and/or on-site reviews.

The Contractor shall coordinate with the CDCR's CPHCS, FSD and/or designated Chief Medical Officer (CMO) at the CDCR Hub Institution for the development and implementation of the written plan, and policies and procedures for medical care, including the division of responsibilities for the provision of the varying elements and levels of care. Copies of all policies and procedures are to be submitted to CPHCS, FSD for review and approval.

6. Initial/Preliminary Health Screening

Initial health screening will be conducted by trained or qualified health care personnel on all patient-inmates within 48 hours of the inmate's arrival at the facility. Screening will include, but is not limited to:

- An inquiry into the patient-inmate's health complaints, health history, physical limitations, and housing accommodations;
- An observation of the patient-inmate's behavior, physical limitations and capabilities, and current physical condition;
- Identification of current prescription medication orders and have the medications reordered or patient-inmate seen by a Primary Care Provider (PCP) within 24 hours of arrival;
- An immediate referral to appropriate health care professionals, for emergency care, prescription management, or modality authorization;
- Upon arrival at the facility, verify patient-inmates TB testing is current based on CDCR policy;
- At initial screening, all patient-inmates will receive orientation regarding procedures for accessing care; and
- Referral for timely (within 14 days of arrival) PCP initial health appraisal.

7. Initial Health Appraisals

Within 14 days of arrival at the facility, all patient-inmates shall receive an initial health appraisal by a PCP. The initial health appraisal shall include, but is not limited to the following:

- a. Review of the CDCR Unit Health Record (UHR), including documented history and problem list, medications ordered, conditions requiring ongoing treatment, and treatment authorized;
- b. Collection of a more detailed history;
- c. Interview and medical examination;
- d. Other tests and diagnostics, as indicated by examination;
- e. Initiation of treatment, as indicated;
- f. Develop a comprehensive problem list; and
- g. Development and implementation of a care plan, including recommendations concerning physical limitations and restrictions that effect programming, housing and job assignment.

8. Sick Call

All inmates are to be provided daily opportunity to attend nursing sick call. Sick call must be conducted in a manner and location to provide for patient-inmate/clinician confidentiality commensurate with health care practice and in accordance with CDCR requirements. Patient-inmates shall be referred appropriately in accordance with the CDCR's sick call protocols.

a. Emergency Services

Patient-inmates with an illness or injury that is considered emergent will immediately receive emergency care. Health care professionals present at CBU will immediately arrange emergency transportation and contact will be made with the designated CDCR medical Hub institution as soon as reasonably possible without causing delays to the provision of emergency care. If there is no available CBU health care staff present, the senior CBU custodial/ management personnel will, in their absence or during non-business hours, make the required Hub institution contact(s). It shall be the Contractor's responsibility to document and record the CDCR authorization/approval in the inmate's UHR, which is located at the facility, advise the assigned or on-site CDCR staff (during business hours) and CDCR AOD (during non-business hours).

b. Non-Life Threatening Injury/Condition

Whenever the Contractor determines that any patient-inmate's non-life threatening injury/condition request for medical care, treatment, evaluation or other need is warranted, beyond the level of medical service authorized and available at the facility pursuant to the agreement, the designated CDCR medical Hub institution shall be contacted immediately to:

- Schedule a "sick call" appointment with the Hub institution (pursuant to established procedures) and notify the appropriate CBU custodial staff to coordinate transportation.
- Obtain approval/authorization from the designated CMO or Physician on Call (POC) prior to transporting the patient-inmate to an outside facility.

9. Diagnostic or Specialty Services

The Contractor shall follow CDCR's Utilization Review Procedures (see attached Utilization Management Program, Chapter 6 (Exhibit 15) and unless the required care is necessitated by an emergency, shall seek advance approval from the CMO at the Hub institution for any non-emergent care outside the facility. The Contractor shall administer medical services, medical cost utilization review, and effective and accurate tracking of billing.

10. Staffing & Training

The Health Care Unit shall be adequately staffed with trained health care professionals and support staff to provide the level and the quality of care defined by the ACA, NCCHC, CCR Title 15, and any court orders to include *Plata and Coleman* (Exhibit 14).

- a. The Contractor shall, at a minimum, provide for organized and quality nursing care at the facility commensurate with that provided in the community.
- b. At a minimum, clinical staff coverage (Registered Nurse) shall be on site in accordance with the Minimum Required Staffing. Coverage shall be provided during 2nd watch (5 days a week) and 3rd watch (for a minimum of 2 hours – 5 days a week) and the RN shall be available to provide on-site nursing triage as required.
- c. At a minimum, there will be one (1) Primary Care Provider (PCP) (i.e. Physician and Surgeon, or Nurse Practitioner (NP) or Physician Assistant, currently licensed by the State of California and in good standing on-site. The PCP must be available to service the inmate population to the greatest extent possible. If a Nurse Practitioner or Physician Assistant is the on-site PCP, a physician must provide oversight of the care being given.
- d. The PCP need not be located on site; however, should be available to provide on-site support as medically required.
- e. Should the Contractor provide (or may contract) for the services of a private physician, the physician must have time-limited board certification in family practice or internal medicine to provide support and supervision for the facility.
- f. The Contractor may furnish additional medical/nursing staff (i.e. Registered Nurses, NPs, etc.) or other health care professionals to meet or exceed minimum requirements provided those persons are currently and appropriately licensed by the State of California to provide health care services.
- g. The responsibilities of these staff shall be clearly defined in their job descriptions and shall be consistent with any applicable scope of practice for which they are licensed to function, as appropriate.
- h. Designated supervisory staff shall monitor and document performance of these responsibilities.
- i. The Contractor shall provide female contract staff to supervise in areas where female inmates may be in various stages of undress.

Current copies of licenses, accreditation and certification of the professional health care staff shall be maintained and made available to the CDCR upon request. All health care services staff shall participate in facility orientation and training in accordance with Facility, ACA and NCCHC standards. A copy of all staff orientation and training records shall be maintained by the Contractor and made available to the CDCR upon request.

11. Minimum Required Staffing Medical

The CDCR may assess liquidated damages if the Contractor fails to maintain minimum staffing for mandatory medical posts or positions as stated in the Agreement. The Contractor may use contract staff and overtime to fulfill its

mandatory medical posts and staffing requirements identified in the MRS. The contractor shall exercise due diligence in filling staffing vacancies and, to the fullest extent possible, the duties of the vacant posts and positions shall be performed through the use of overtime or contract staff. In the event that the duties of the vacant posts and positions are being performed through the use of overtime or contract staff, the Contractor shall not be deemed in breach of this contract and shall not be subject to an assessment of liquidated damages. For each shift that a mandatory post or position is not covered, CDCR may assess liquidated damages in an amount equal to the daily rate (salary and benefits) per post or position per day as long as the deficiency continues.

Contractors shall have 45 days to fill a vacant medical post or position as stated in the Agreement. A post or position shall not be deemed vacant in the event that the Contractor is using contract staff or overtime to fulfill the duties of the vacant position. Beginning on the 46th calendar day that the post or position remains vacant, the Contractor shall track the date position is vacated, the days, the work hours and salaries and benefits of each vacancy and make appropriate deductions from the next monthly invoice using the form in FMH, Appendix B-1 (Rev 5/10). Contractor agrees to not circumvent the imposition of liquidated damages by multiple short-term staff assignments in a post or position.

The Contractor shall not be liable for liquidated damages for a failure that results from the occurrence beyond its control. Assessment of liquidated damages shall not preclude CDCR from terminating this Contract for breach as provided herein. Withholding of payment as liquidated damages shall not relieve the Contractor of any of its obligations under the Contract.

12. Pharmacy Services and Supplies

The Contractor shall adhere to the CDCR established pharmaceutical formulary. When the only medically appropriate and medically necessary pharmaceutical for an offender is not on the formulary, the Contracting Prescriber will follow the CDCR's procedures for obtaining a waiver.

Medications will be stored, distributed and recorded as prescribed by appropriate health care professionals. This may be accomplished through a "pill line" or other appropriate system of assuring that individual inmates receive and take their medications.

A. Non-Prescription Items:

The CBU facilities are required by contract to maintain a supply of common, non-prescription items in addition to a first aid kit and commonly used medical supplies.

These medications are considered common "supply" items and will be included in the CBU inventory of standard non-prescription drug items. These items may be purchased generically, but should come packaged in commercially prepared packages that provide the inmate with written information on dosage, indications for use, contraindications and

precautions. The following non-prescription items are considered routine medical costs and are paid through the per diem rate:

- Aspirin tablets (325 mg)
- Acetaminophen (Tylenol) tablets (325 mg)
- Antacid tablet formulations – aluminum/magnesium hydroxide with Simethicone (i.e. Maalox, Mylanta, Gelusil)
- Antacid Liquid formulation – aluminum/magnesium hydroxide with Simethicone (i.e. Maalox, Mylanta, Gelusil)
- Kaolin/Pectin suspension (i.e. Milk of Magnesia)
- Saline Eye irrigating solution (i.e. Eye Stream)
- Ibuprofen tablets, 200 mg (i.e., Motrin-IB, Advil)
- Antihistamine tablets (i.e., Chlorpheniramine tablet [4 mg])
- Decongestant tablets (i.e. Sudafed tablets [30 mg])
- Analgesic burn spray (i.e., Americaine or Nupercainal)
- Antitussive tablet/lozenges with dextromethorphan (i.e., Robitussin Cough Calmers)
- Neosporin topical ointment or generic equivalent
- Hydrogen peroxide solution, 3 percent

Over-the-counter non-prescription items will be stored in a locked cabinet in the medical area. Only clinical staff may dispense non-prescription items to inmates as necessary in accordance with a prescription or a non-patient specific protocol.

B. Prescription Items

All prescription medication given shall be consistent with the CDCR drug formulary and delivery of medications shall be consistent with medical necessity. When the only medically appropriate and medically necessary pharmaceutical for an inmate is not on the formulary, the Contracting Prescriber will follow CDCR's procedures for obtaining a waiver. Prescription items will be stored in an appropriately locked/secured cabinet in the medical area. Only clinical staff may dispense prescription item to inmates as necessary in accordance with a prescription or patient specific protocol. Prescriptions will be directly reimbursed to the provider if the following conditions are met:

- Prescriptions should be filled with the lowest cost generic item available that meets the following Federal Food and Drug Therapeutically Equivalent Codes: AA, AB, AN, AO, AP, AT.
- Multiple vitamins or therapeutic multiple vitamins should only be prescribed if there is documented evidence in the inmate's medical record that a metabolic deficiency exists that can only be corrected with supplemental vitamin therapy rather than diet.

The following conditions must be met before reimbursement will be made to a provider for the purchase of eyeglasses for inmates:

- The CDCR health care personnel determine if eyeglasses (artificial appliances) are medically necessary (Title 15, Sections 3350 and 3358).
- If eyeglasses are required, the health care personnel will schedule the inmate to go to a CDCR or contracted optometrist for a prescription appliance.
- Health care personnel, or other Contractor designee, will examine the inmate's Trust Account and determine applicable charges/billings as follows: (a) the appliance will be provided at State expense if the inmate is indigent (Title 15, Sections 3000 and 3358); (b) if not indigent, the inmate shall purchase; and (c) any inmate co-payment charges are applied/collected (Title 15, Section 3354.2).

13. Health Education

Health care professionals shall document that patient-inmate education has been provided.

14. Infection Control

The Contractor shall have written policies and procedures to support the management and prevent the spread of infectious diseases. A copy of said policies shall have been provided to the CDCR prior to the execution of this agreement.

15. Credentialing, Privileging and Peer Review

Primary Care Providers hired by the Contractor must pass the CDCR's credentialing review prior to commencement of services. Additionally, the CDCR may conduct peer reviews of all contracted PCPs.

16. Mid-Level Protocols

The Contractor must have established protocols and provisions for supervision of mid-level providers.

17. Chronic Disease Management Program

The Contractor shall establish policies and procedures for managing patient-inmates with chronic diseases.

18. Emergency Care

Any inmate who sustains a medical condition for which evaluation, care or treatment, as determined by health care personnel, or senior custodial/management personnel (during non-business hours), is deemed necessary to avert a life threatening injury, death, severe or permanent disability, or alleviate or lessen disabling pain, shall be transported via ambulance to a designated facility for appropriate care/treatment. The CMO at

the Hub institution shall be contacted as soon as possible. But such contact shall not delay an inmate's transportation. Procedures for access to emergency medical care must be approved in advance by CDCR's CPHCS and Chief of CBU.

19. Emergency Transportation

Access must be provided for emergency medical transportation, including ambulance services, when medically necessary to transfer inmates to another facility for medical care/treatment. If contractor staff is used to transport/escort inmate, appropriate documentation/records must be submitted to CBU that clearly identifies the need/circumstances associated with each transport and staff costs (overtime costs only). The contractor must submit completed Community Correctional Center/Facilities Inmate Health Care Advice Record(s) (CDCR 7323) (Exhibit 16), and Non-Routine Medical Transportation and Security Overtime Report (Exhibit 17) to CBU for reimbursement costs.

20. Self-Mutilation/Suicide Risks

Patient-inmate's who manifest act(s) of self-mutilation or suicide, as determined by health care personnel, shall be placed in a medical isolation cell or THC pending immediate transfer to the designated medical Hub institution. Inmates placed in a medical isolation cell or THC for these purposes shall be under constant observation to assure prevention of further suicide acts/attempts.

21. Maintenance of Medical Records

Contractor shall maintain complete, standardized and confidential patient-inmate medical records. The medical records must be maintained in a medical file and must be kept in a secured lockable location (inaccessible to inmates, public and/or unauthorized persons) yet, readily available to health care provider(s) at each encounter. Upon return of a CDCR patient-inmate from the CBU to a CDCR institution, the Contractor shall provide the original UHR, which shall contain the complete documentation to support all health care services delivered to the patient-inmate while under Contractor's care, including, but not limited to, all CBU health records, community hospital records, radiology reports and films, consultant reports and laboratory results.

Upon the patient-inmate's parole or discharge, the patient-inmate's medical record shall be immediately mailed to CPHCS's Health Records Center at 8300 Valdez Avenue Sacramento, CA 95828. The Contractor shall have written policies and procedures to ensure appropriate and confidential management of the patient-inmates' medical record and information. These policies and procedures shall support standardization of preparation, format, documentation, release and maintenance of the medical record. Release of inmate health information, including copying charges, shall be conducted in accordance with CDCR policy and only upon approval of the CDCR.

22. Mental Health Services

The Contractor shall have a written plan supported by policies and procedures for providing emergent, urgent, and routine, mental health services. Contractor shall provide a complete description of the method in the written plan by which mental services shall be provided including operational procedures and policies in accordance with the Mental Health Services Delivery System (MHSDS) program Guide revised 2009 (Exhibit 18).

Contractor's Acknowledgments

23. The parties hereto expressly acknowledge and agree that:

- a. The inmates to be transferred pursuant to this Agreement to the facilities owned and/or operated by Contractor (the "Transferee Facilities") are members of a class of plaintiffs in an action pending in the United States District Court for the Northern District of California entitled, *Marciano Plata et al. v. Brown et al.* No. C01-1351 TEH (the "*Plata Action*");
- b. The California Department of Corrections and Rehabilitation (the CDCR) is a named defendant in the *Plata Action*;
- c. The plaintiffs in the *Plata Action* have alleged that the health care delivered to inmates in the California prison system is constitutionally inadequate and violates their rights guaranteed by the Eighth and Fourteenth Amendments to the U.S. Constitution;
- d. By order, dated February 14, 2006 (the "February 14 Order"), the Court in the *Plata Action* (the "*Plata Court*") appointed a Receiver (the "Receiver") for the California prison health care system and set forth in detail the duties and responsibilities of the Receiver (Exhibit 14);
- e. Pursuant to the February 14 Order, the CDCR and "all persons in concert or participation with the CDCR are required to cooperate fully with the Receiver in the discharge of his duties;
- f. The inmate-class members transferred pursuant to this Agreement are entitled to receive constitutionally adequate health care while housed in the Transferee Facilities and shall not, by reason of the transfers, lose their status as members of the plaintiff class in the *Plata Action*; and,
- g. The transfers of inmates contemplated by this Agreement are not designed or intended to thwart, delay or interfere with the *Plata Court's* orders or with the Receiver's exercise of his duties pursuant to the February 14 Order.

24. The Contractor expressly acknowledges and agrees that it:

- a. The Contractor intends to and will provide constitutionally adequate health care to the inmate-class members while they are housed in the Transferee Facilities.
- b. The Contractor is a "person in concert and participation with" the CDCR within the meaning of, and subject to, paragraph VI.A of the February 14 Order, and has been provided with a copy of the February 14 Order; and
- c. The Contractor will cooperate fully with the Receiver and will provide the Receiver access to the Transferee Facilities and to documents, personnel and inmate-class members in the Transferee Facilities to the same extent as the Receiver is provided access to the CDCR facilities, personnel and prisoners pursuant to paragraph II.E of the February 14 Order provided, however, the Receiver's access to documents and personnel pursuant to this section shall relate only to such documents and personnel as are directly related to the delivery of medical care to California inmates in the Transferee Facilities and shall not include information related to other jurisdiction's inmates or facility information unrelated to the provision of medical care to California inmates.

BUSINESS ASSOCIATES AGREEMENT (HIPAA)

MODIFIED COMMUNITY CORRECTIONAL FACILITY

WHEREAS, Provider, hereinafter referred to in this Exhibit as "Business Associate," acknowledges that the CDCR, hereinafter referred to in this Exhibit as "Covered Entity," has in its possession data that contains individual identifiable health information as defined by Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA") and the regulations promulgated thereunder;

WHEREAS, Business Associate and Covered Entity acknowledge that the fulfillment of the Parties' obligations under this Service Agreement necessitates the exchange of, or access to, data including individual identifiable health information; and,

WHEREAS, the parties desire to comply with federal and California laws regarding the use and disclosure of individually identifiable health information, and in particular with the provisions of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Terms used, but not otherwise defined, in this Exhibit shall have the meanings set forth below.

- 1.1 "HHS Transaction Standard Regulation" means the Code of Federal Regulations ("CFR") at Title 45, Sections 160 and 162.
- 1.2 "Individual" means the subject of protected health information (PHI) or, if deceased, his or her personal representative.
- 1.3 "Parties" shall mean the Covered Entity and Business Associate. (Covered Entity and Business Associate, individually, may be referred to as a "Party".)
- 1.4 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 1.5 "PHI" shall have the same meaning as the term "protected health information" in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of the Covered Entity.
- 1.6 "Required By Law" shall have the same meaning as "required by law" in 45 CFR §164.501.

- 1.7 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

Any other terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms in the Privacy Rule.

ARTICLE 2 CONFIDENTIALITY

2.1 Obligations and Activities of Business Associate. Business Associate agrees as follows:

- (a) not to use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law;
- (b) to establish, maintain, and use appropriate safeguards to prevent use or disclosure of the PHI other than as permitted herein;
- (c) to report to Covered Entity any use, access or disclosure of the PHI not provided for by this Agreement, or any misuse of the PHI, including but not limited to systems compromises of which it becomes aware and to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result thereof. Business Associate shall be responsible for any and all costs (including the costs of Covered Entity) associated with mitigating or remedying any violation of this Agreement;
- (d) to enforce and maintain appropriate policies, procedures, and access control mechanisms to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. The access and privileges granted to any such agent shall be the minimum necessary to perform the assigned functions;
- (e) to provide access, at the request of Covered Entity, and in the time and manner reasonable designated by Covered Entity, to PHI in a Designated Record Set (as defined in the Privacy Rule), to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524;
- (f) to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner reasonably requested by Covered Entity.
- (g) to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner reasonably requested by Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (h) to document such disclosures of PHI, and information related to such disclosures, as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR

§164.528. Said documentation shall include, but not be limited to, the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Said documentation shall be made available to Covered Entity upon request.

- (i) to provide to Covered Entity or an Individual, in a time and manner reasonably requested by Covered Entity, information collected in accordance with Section 2.1(h) above to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- (j) to promptly notify Covered Entity of all actual or suspected instances of deliberate unauthorized attempts (both successful and unsuccessful) to access PHI. Such notice shall be made to Covered Entity by telephone as soon as Business Associate becomes aware of the unauthorized attempt, and this telephone notification shall be followed within two (2) calendar days of the discovery of the unauthorized attempt by a written report to Covered Entity from Business Associate. Business Associate shall, at the same time, report to Covered Entity any remedial action taken, or proposed to be taken, with respect to such unauthorized attempt. Covered Entity shall have the discretion to determine whether or not any such remedial action is sufficient, and all such remedial action shall be at Business Associate's expense.
- (k) to maintain and enforce policies, procedures and processes to protect physical access to hardware, software and/or media containing PHI (e.g., hardcopy, tapes, removable media, etc.) against unauthorized physical access during use, storage, transportation, disposition and /or destruction.
- (l) to ensure that access controls in place to protect PHI and processing resources from unauthorized access are controlled by two-factor identification and authentication: a user ID and a Token, Password or Biometrics.
- (m) to implement, use and monitor its compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement. Business Associate shall provide Covered Entity with evidence of such safeguards upon Covered Entities request. Covered Entity has the right to determine, in its sole discretion, whether such safeguards are appropriate, and to require any additional safeguards it deems necessary.
- (n) In the event that Business Associate is served with legal process (e.g. a subpoena) or request from a governmental agency (e.g. the Secretary) that potentially could require the disclosure of PHI, Business Associate shall provide prompt (i.e., within twenty-four (24) hours) written notice of such legal process (including a copy of the legal process served) to the designated person at the Covered Entity. In addition, Business Associate shall not disclose the PHI without the consent of Covered Entity unless pursuant to a valid and specific court order or to comply with a requirement for review of documents by a governmental regulatory agency under its statutory or regulatory authority to regulate the activities of either party.

- (o) to submit to periodic audits by Covered Entity verifying Business Associate's compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement, as well as compliance with the terms and conditions pursuant to this Agreement and compliance with state and federal laws and regulations. Audit review may be undertaken directly by the Covered Entity or by third parties engaged by the Covered Entity. Business Associate shall cooperate fully with Covered Entity or any such third party in connection with such audits.

2.2 Disclosures Required By Law.

In the event that Business Associate is required by law to disclose PHI, Business Associate will immediately provide Covered Entity with written notice and provide Covered Entity an opportunity to oppose any request for such PHI or to take whatever action Covered Entity deems appropriate.

2.3 Specific Use and Disclosure Provisions.

- (a) Except as otherwise limited in this Agreement, Business Associate may use PHI only to carry out the legal responsibilities of the Business Associate under this Service Agreement.
- (b) Except as otherwise limited in this Agreement, Business Associate may only disclose PHI (i) as Required By Law, or (ii) in the fulfillment of its obligations under the Service Agreement and provided that Business Associate has first obtained (A) the consent of Covered Entity for such disclosure, (B) reasonable assurances from the person to whom the information is disclosed that the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and (C) reasonable assurances from the person to whom the information is disclosed that such person will notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 Obligations of Covered Entity.

- (a) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosures of PHI.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (d) For any PHI received by Covered Entity from Business Associate on behalf of a third party or another covered entity, Covered Entity agrees to be bound to the obligations and activities of Business Associate enumerated in Section 2.1 as if and to the same extent Covered Entity was the named Business Associate hereunder.

2.5 Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

2.6 Policy and Procedure Review.

Upon request, Business Associate shall make available to Covered Entity any and all documentation relevant to the safeguarding of PHI including but not limited to current policies and procedures, operational manuals and/or instructions, and/or employment and/or third party agreements.

**ARTICLE 3
SECURITY**

3.1 Government Healthcare Program Representations.

Business Associate hereby represents and warrants to Covered Entity, its shareholders, members, directors, officers, agents, or employees have not been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deterred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, state or local government agency, (d) the unlawful, manufacture, distribution, prescription, or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. Business Associate further agrees to notify Covered Entity immediately after Business Associate becomes aware that the foregoing representation and warranty may be inaccurate or may be incorrect.

3.2 Security Procedures.

Each Party shall employ security procedures that comply with HIPAA and all other applicable state and federal laws and regulations (collectively, the "Law") and that are commercially reasonable, to ensure that transactions, notices, and other information that are electronically created, communicated, processed, stored, retained or retrieved are authentic, accurate, reliable, complete and confidential. Moreover, each Party shall, and shall require any agent or subcontractor involved in the electronic exchange of data to:

- (a) require its agents and subcontractors to provide security for all data that is electronically exchanged between Covered Entity and Business Associate;

- (b) provide, utilize, and maintain equipment, software, services and testing necessary to assure the secure and reliable transmission and receipt of data containing PHI;
- (c) maintain and enforce security management policies and procedures and utilize mechanisms and processes to prevent, detect, record, analyze, contain and resolve unauthorized access attempts to PHI or processing resources;
- (d) maintain and enforce policies and guidelines for workstation use that delineate appropriate use of workstations to maximize the security of data containing PHI;
- (e) maintain and enforce policies, procedures and a formal program for periodically reviewing its processing infrastructure for potential security vulnerabilities;
- (f) implement and maintain, and require its agents and subcontractors to implement and maintain, appropriate and effective administrative, technical and physical safeguards to protect the security, integrity and confidentiality of data electronically exchanged between Business Associate and Covered Entity, including access to data as provided herein. Each Party and its agents and subcontractors shall keep all security measures current and shall document its security measures implemented in written policies, procedures or guidelines, which it will provide to the other Party upon the other Party's request.

ARTICLE 4

EXCHANGE OF STANDARD TRANSMISSIONS

4.1 Obligations of the Parties. Each of the Parties agrees that for the PHI,

- (a) it will not change any definition, data condition or use of a data element or segment as proscribed in the HHS Transaction Standard Regulation.
- (b) it will not add any data elements or segments to the maximum denied data set as proscribed in the HHS Transaction Standard Regulation.
- (c) it will not use any code or data elements that are either marked "not used" in the HHS Standard's implementation specifications or are not in the HHS Transaction Standard's implementation specifications.
- (d) it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specifications.

4.2 Incorporation of Modifications to HHS Transaction Standards.

Each of the Parties agrees and understands that from time-to-time, HHS may modify and set compliance dates for the HHS Transaction Standards. Each of the Parties agrees to incorporate by reference into this Agreement any such modifications or changes.

4.3 Code Set Retention.

If applicable, both parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, which ever is longer.

4.4 Business Associate Obligations.

- (a) Business Associate shall not submit duplicate transmissions unless so requested by Covered Entity.
- (b) Business Associate shall only perform those transactions, which are authorized by Covered Entity. Furthermore, Business Associate assumes all liability for any damage, whether direct or indirect, to the electronic data or to Covered Entity's systems caused by Business Associate's unauthorized use of such transactions.
- (c) Business Associate shall hold Covered Entity harmless from any claim, loss or damage of any kind, whether direct or indirect, whether to person or property, arising out of or related to (1) Business Associate's use or unauthorized disclosure of the electronic data; or (2) Business Associate's submission of data, including but not limited to the submission of incorrect, misleading, incomplete or fraudulent data.
- (d) Business Associate agrees to maintain adequate back-up files to recreate transmissions in the event that such recreations become necessary. Back-up tapes shall be subject to this Agreement to the same extent as original data.
- (e) Business Associate agrees to trace lost or indecipherable transmissions and make reasonable efforts to locate and translate the same. Business Associate shall bear all costs associated with the recreation of incomplete, lost or indecipherable transmissions if such loss is the result of an act or omission of Business Associate.
- (f) Business Associate shall maintain, for seven (7) years, true copies of any source documents from which it produces electronic data.
- (g) Except encounter data furnished by Business Associate to Covered Entity, Business Associate shall not (other than to correct errors) modify any data to which it is granted access under this Agreement or derive new data from such existing data. Any modification of data is to be recorded, and a record of such modification is to be retained by Business Associate for a period of seven (7) years.
- (h) Business Associate shall not disclose security access codes to any third party in any manner without the express written consent of Covered Entity. Business Associate furthermore acknowledges that Covered Entity may change such codes at any time without notice. Business Associate shall assume responsibility for any damages arising from its disclosure of the security access codes or its

failure to prevent any third party use of the system without the express written consent of Covered Entity.

- (i) Business Associate shall maintain general liability coverage, including coverage for general commercial liability, for a limit of not less than one million dollars, as well as other coverage as Covered Entity may require to compensate any parties damaged by Business Associate's negligence. Business Associate shall provide evidence of such coverage in the form of a certificate of insurance and agrees to notify Covered Entity and/or HOI immediately of any reduction or cancellation of such coverage.
- (j) Business Associate agrees to conduct testing with Covered Entity to ensure delivery of files that are HIPAA-AS Compliant and to accommodate Covered Entity's specific business requirements.

4.5 Confidential And Proprietary Information

(a) Proprietary Information

Business Associate acknowledges that it will have access to certain proprietary information used in Covered Entity's business. Covered Entity's proprietary information derives its commercial value from the fact that it is not available to competitors or any third parties, and the disclosure of this information would or could impair Covered Entity's competitive position or otherwise prejudice its ongoing business. Business Associate agrees to treat as confidential, and shall not use for its own commercial purpose or any other purpose, Covered Entity's proprietary information. Business Associate shall safeguard Covered Entity's proprietary information against disclosure except as may be expressly permitted herein. Such proprietary information includes, but is not limited to, confidential information concerning the business operations or practices of Covered Entity, including specific technology processes or capabilities.

ARTICLE 5 MISCELLANEOUS

5.1 Indemnification.

Business Associate shall indemnify, defend, and save harmless the State, CDCR, and CDCR's officers, employees and agents, against any and all losses, liabilities, settlements, claims, demands, damages, or deficiencies (including interest) and expenses of any kind (including, but not limited to, attorneys' fees) arising out of or due to a breach of the terms of this Exhibit to the Service Agreement, and arising out of Business Associate's acts or omissions in regard to the terms of this Exhibit to the Service Agreement. The foregoing indemnity is in addition to any other save harmless or indemnification set forth in this entire Agreement.

5.2 Term and Termination.

- (a) Term. The Term of this Agreement shall be effective as of the first date of commencement of services under this entire agreement, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon a material breach by Business Associate of its obligation hereunder, Covered Entity may (i) terminate this Agreement and the Service Agreement; (ii) permit Business Associate to cure the breach; (iii) report the violation to the Secretary; and/or (iv) require Business Associate to take such other action as Covered Entity may request, at Business Associate's expense.

Covered Entity's remedies under this paragraph shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other. If Covered Entity elects to terminate the Agreement pursuant to a breach of terms and conditions of this Exhibit, Covered Entity shall be relieved of any further obligations under the entire Agreement, and shall be immediately entitled to a refund of any amounts prepaid from the date of the termination through the end of the payment period, on a pro rata basis.

The foregoing termination language is in addition to any other termination language set forth in the entire agreement.

- (c) Effect of Termination.
 - (i) Except as provided in paragraph 5.2(c)(ii), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - (ii) In the event that Business Associate determines that returning the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon Covered Entity's agreement that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

5.3 Disputes.

HIPAA Appeal Procedures

CDCR has established and shall maintain an appeal procedure in accordance with CDCR Department Operations Manual, Section 22040.16. Business Associate agrees that

disputes arising under the terms of this Exhibit shall be resolved in accordance with the following:

1. Verbal Appeal

Business Associate and CDCR's Privacy Officer, shall first attempt to resolve the problem by informal discussion. Business Associate agrees that CDCR's Division of Correctional Health Care Services shall be used as a resource in solving potential disputes.

2. Informal Appeal

If the issue is not resolved at the verbal appeal level, Business Associate shall file, within thirty (30) working days, an informal written appeal specifying: the issue(s) of dispute, legal authority or other basis for Business Associate's position, supporting evidence, and remedy sought, with the CDCR Chief, Licensing and Information Systems, and provide a photocopy to the CDCR Assistant Deputy Director, Office of Business Services. The CDCR Chief, Licensing and Information Systems, shall make a determination on the issue and respond in writing within thirty (30) working days of receipt of the informal appeal, indicating the decision reached.

3. Formal Appeal

Should Business Associate disagree with the informal appeal decision, Business Associate shall submit, within ten (10) working days after Business Associate's receipt of the decision of the informal appeal, to the CDCR Deputy Director, Division of Correctional Health Care Services, and a photo copy to the CDCR, Assistant Deputy Director, Office of Business Services, written notification indicating why the informal appeal decision is unacceptable, along with a copy of the original statement of dispute and a copy of CDCR's response. The CDCR Deputy Director, Division of Correctional Health Care Services, or his/her designee may meet with Business Associate to review the issues within twenty (20) working days of the receipt of Business Associate's notification and shall provide Business Associate with written notification of the decision within forty-five (45) working days from the receipt of the formal appeal.

The foregoing dispute process is solely for the purpose of disputes arising from the terms and conditions of this Exhibit. Disputes in relation to the scope of work and other terms and conditions shall be in accordance with any other dispute language set forth in the entire Agreement.

5.4 Injunctive Relief.

Notwithstanding any rights or remedies provided for in Section 5.3, Covered Entity retains all rights to seek injunctive relief to prevent the unauthorized use of disclosure of PHI by Business Associate or any agent, contractor or third party that received PHI from Business Associate.

5.5 Regulatory References.

A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

5.6 Amendment.

The Parties agree to take such action as is necessary to amend this Agreement from time to time to the extent necessary for Covered Entity to comply with the requirements of HIPAA and its regulations. All amendments to this Exhibit shall be in writing and signed by both parties through a formal amendment to the entire agreement.

5.7 Survival.

The respective rights and obligations of Business Associate and Covered Entity under Sections 4.5, 5.1 and 5.2(c) of this Agreement shall survive the termination of this Agreement.

5.8 Limitation of Damages.

Other than liabilities under Section 5.1, neither party shall be liable to the other for any special, incidental, exemplary, punitive or consequential damages arising from or as a result of any delay, omission, or error in the electronic transmission or receipt of any information pursuant to this Agreement, even if the other Party has been advised of the possibility of such damages.

5.9 Interpretation.

Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

5.10 Third Party Beneficiary

Unless otherwise set forth herein, nothing contained herein is intended, nor shall it be construed, to create rights running of the benefit of third parties.

5.11 Notices

Any HIPAA related notice required hereunder shall be deemed to be sufficient if mailed to the parties at the addresses below. In order to avoid unreasonable delay in the provision of the services to be rendered pursuant to this Agreement, Business Associate and Covered Entity shall each designate a specific "HIPAA" representative(s) for the purpose of communication between the parties. Such representative(s) may be changed upon written notice to the other party.

Business Associate:

Paul Martin
Vice President, Contract Compliance
621 Northwest 53rd Street, Suite 700
Boca Raton, FL 33487

Telephone: 516-999-7363
Facsimile:

Covered Entity:

California Department of Corrections and Rehabilitation
Privacy Officer
HIPAA Compliance Unit
Division of Correctional Health Care Services
P.O. Box 942883
Sacramento, CA 94283-0001

Telephone: (916) 327-1842
Facsimile: (916) 327-0545

**GOLDEN STATE MODIFIED COMMUNITY CORRECTIONAL FACILITY
FISCAL YEAR 2012/2013 (December 15, 2012 through June 30, 2013)**

TOTAL CONTRACT ALLOTMENT

C/ Amend #10 = 07/1/12-12/14/12
C/ Amend #11 = 12/15/12-6/30/13

| FISCAL YEAR | 2012/2013 | DAYS IN FISCAL YEAR: | | 198 |
|--------------------------------|-----------------------------|-------------------------|-----------------------|-----------------|
| TYPE OF BEDS | | DESIGN | | ANNUAL |
| AMOUNT OF BEDS | | 540 | 60 | 600 |
| TOTAL PARTICIPANT DAYS | | 106,920 | 11,880 | 118,800 |
| PER DIEM AMOUNT | | | \$40.82 | \$40.82 |
| PROGRAM EXPENDITURES | MONTHLY 90% FLAT RATE a/ | ANNUAL 90% FLAT RATE | ANNUAL PER DIEM b/ | ANNUAL TOTAL |
| STAFF AND BENEFIT/TAXES | \$222,619.77 | \$2,671,437.21 | \$296,826.36 | \$2,968,263.57 |
| FOOD | \$19,883.25 | \$238,599.06 | \$26,511.01 | \$265,110.07 |
| TRANSPORTATION | \$1,792.86 | \$21,514.35 | \$2,390.48 | \$23,904.84 |
| CONSULTING/CONTRACTED SERVICES | \$3,051.37 | \$36,616.44 | \$4,068.49 | \$40,684.93 |
| OPERATING EXPENSES | \$43,917.15 | \$527,005.75 | \$58,556.19 | \$585,561.95 |
| PROPERTY TAX | \$12,536.24 | \$150,434.86 | \$16,714.98 | \$167,149.84 |
| GENERAL LIABILITY INSURANCE | \$5,399.70 | \$64,796.45 | \$7,199.61 | \$71,996.05 |
| ADMINISTRATIVE OVERHEAD | \$21,826.53 | \$261,918.36 | \$29,102.04 | \$291,020.40 |
| CORPORATE FEE | \$32,679.33 | \$392,151.92 | \$43,572.44 | \$435,724.35 |
| TOTAL PER DIEM | \$363,706.20 | \$4,364,474.40 | \$484,941.60 | \$4,849,416.00 |
| FACILITY USE COST | \$350,000.00 | | c/ | \$2,278,356.16 |
| GRAND TOTAL | \$713,706.20 | | c/ | \$7,127,772.16 |

NOTE:

- a/ Monthly Flat Rate equals 90% of the facility's negotiated 600 bed capacity. (90% of 600 = 540 beds)
b/ Any and all additional inmates from 541 to 600 (or such higher occupancy level as may be approved) will be billed monthly at the \$40.82 per diem rate.
c/ FY 12/13 Facility Use Cost and Grand Total includes Amendment #10 and Amendment #12 (Amend #10 = \$ 6,190,164.00 / 167 days / Amend #11 = \$ 7,127,772.16 / 198 days)

GOLDEN STATE MODIFIED COMMUNITY CORRECTIONAL FACILITY
FISCAL YEAR 2013/2014
(July 1, 2013 through June 30, 2014)

TOTAL CONTRACT ALLOTMENT

| FISCAL YEAR | 2013/2014 | | DAYS IN FISCAL YEAR: | | 365 |
|--------------------------------|-----------------------------|-------------------------|-----------------------|------------------------|---------|
| | TYPE OF BEDS | DESIGN | ANNUAL | PER DIEM | ANNUAL |
| AMOUNT OF BEDS | | 540 | | 60 | 600 |
| TOTAL PARTICIPANT DAYS | | 197,100 | | 21,900 | 219,000 |
| PER DIEM AMOUNT | | | | \$40.82 | \$40.82 |
| PROGRAM EXPENDITURES | MONTHLY 90% FLAT RATE a/ | ANNUAL 90% FLAT RATE | ANNUAL PER DIEM b/ | ANNUAL TOTAL | |
| | | | | | |
| STAFF AND BENEFIT/TAXES | \$410,384.93 | \$4,924,619.10 | \$547,179.90 | \$5,471,799.00 | |
| FOOD | \$36,653.48 | \$439,841.70 | \$48,871.30 | \$488,713.00 | |
| TRANSPORTATION | \$3,305.03 | \$39,660.30 | \$4,406.70 | \$44,067.00 | |
| CONSULTING/CONTRACTED SERVICES | \$5,625.00 | \$67,500.00 | \$7,500.00 | \$75,000.00 | |
| OPERATING EXPENSES | \$80,958.38 | \$971,500.50 | \$107,944.50 | \$1,079,445.00 | |
| PROPERTY TAX | \$23,109.73 | \$277,316.78 | \$30,812.98 | \$308,129.76 | |
| GENERAL LIABILITY INSURANCE | \$9,954.00 | \$119,448.00 | \$13,272.00 | \$132,720.00 | |
| ADMINISTRATIVE OVERHEAD | \$40,235.78 | \$482,829.30 | \$53,647.70 | \$536,477.00 | |
| CORPORATE FEE | \$60,242.19 | \$722,906.32 | \$80,322.92 | \$803,229.24 | |
| TOTAL PER DIEM | \$670,468.50 | \$8,045,622.00 | \$893,958.00 | \$8,939,580.00 | |
| FACILITY USE COST | \$350,000.00 | | | \$4,200,000.00 | |
| GRAND TOTAL | \$1,020,468.50 | | | \$13,139,580.00 | |

NOTE:

a/ Monthly Flat Rate equals 90% of the facility's negotiated 600 bed capacity. (90% of 600 = 540 beds)

b/ Any and all additional inmates from 541 to 600 (or such higher occupancy level as may be approved) will be billed monthly at the \$40.82 per diem rate.

GOLDEN STATE MODIFIED COMMUNITY CORRECTIONAL FACILITY
FISCAL YEAR 2014/2015
(July 1, 2014 to June 30, 2015)

TOTAL CONTRACT ALLOTMENT

| FISCAL YEAR | 2014/2015 | DAYS IN FISCAL YEAR: | | 365 |
|--------------------------------|-----------------------------|-------------------------|-----------------------|------------------------|
| TYPE OF BEDS | | DESIGN | | ANNUAL |
| AMOUNT OF BEDS | | 540 | 60 | 600 |
| TOTAL PARTICIPANT DAYS | | 197,100 | 21,900 | 219,000 |
| PER DIEM AMOUNT | | | \$40.82 | \$40.82 |
| PROGRAM EXPENDITURES | MONTHLY 90% FLAT RATE a/ | ANNUAL 90% FLAT RATE | ANNUAL PER DIEM b/ | ANNUAL TOTAL |
| STAFF AND BENEFIT/TAXES | \$410,384.93 | \$4,924,619.10 | \$547,179.90 | \$5,471,799.00 |
| FOOD | \$36,653.48 | \$439,841.70 | \$48,871.30 | \$488,713.00 |
| TRANSPORTATION | \$3,305.03 | \$39,660.30 | \$4,406.70 | \$44,067.00 |
| CONSULTING/CONTRACTED SERVICES | \$5,625.00 | \$67,500.00 | \$7,500.00 | \$75,000.00 |
| OPERATING EXPENSES | \$80,958.38 | \$971,500.50 | \$107,944.50 | \$1,079,445.00 |
| PROPERTY TAX | \$23,109.73 | \$277,316.78 | \$30,812.98 | \$308,129.76 |
| GENERAL LIABILITY INSURANCE | \$9,954.00 | \$119,448.00 | \$13,272.00 | \$132,720.00 |
| ADMINISTRATIVE OVERHEAD | \$40,235.78 | \$482,829.30 | \$53,647.70 | \$536,477.00 |
| CORPORATE FEE | \$60,242.19 | \$722,906.32 | \$80,322.92 | \$803,229.24 |
| TOTAL PER DIEM | \$670,468.50 | \$8,045,622.00 | \$893,958.00 | \$8,939,580.00 |
| | | | | |
| FACILITY USE COST | \$350,000.00 | | | \$4,200,000.00 |
| GRAND TOTAL | \$1,020,468.50 | | | \$13,139,580.00 |

NOTE:

- a/ Monthly Flat Rate equals 90% of the facility's negotiated 600 bed capacity. (90% of 600 = 540 beds)
b/ Any and all additional inmates from 541 to 600 (or such higher occupancy level as may be approved) will be billed monthly at the \$40.82 per diem rate.

GOLDEN STATE MODIFIED COMMUNITY CORRECTIONAL FACILITY
FISCAL YEAR 2015/2016
 (July 1, 2015 to June 30, 2016) (Leap Year)

TOTAL CONTRACT ALLOTMENT

| FISCAL YEAR | 2015/2016 | DAYS IN FISCAL YEAR: | | 366 |
|--------------------------------|-----------------------------|-------------------------|-----------------------|-----------------|
| TYPE OF BEDS | | DESIGN | | ANNUAL |
| AMOUNT OF BEDS | 540 | 60 | | 600 |
| TOTAL PARTICIPANT DAYS | 197,100 | 22,500 | | 219,600 |
| PER DIEM AMOUNT | \$40.82 | \$40.82 | | \$40.82 |
| PROGRAM EXPENDITURES | MONTHLY 90% FLAT RATE a/ | ANNUAL 90% FLAT RATE | ANNUAL PER DIEM b/ | ANNUAL TOTAL |
| | | | | |
| STAFF AND BENEFIT/TAXES | \$411,509.27 | \$4,938,111.21 | \$548,679.02 | \$5,486,790.23 |
| FOOD | \$36,753.90 | \$441,046.75 | \$49,005.19 | \$490,051.94 |
| TRANSPORTATION | \$3,314.08 | \$39,768.96 | \$4,418.77 | \$44,187.73 |
| CONSULTING/CONTRACTED SERVICES | \$5,640.41 | \$67,684.93 | \$7,520.55 | \$75,205.48 |
| OPERATING EXPENSES | \$81,180.18 | \$974,162.15 | \$108,240.24 | \$1,082,402.38 |
| PROPERTY TAX | \$23,173.05 | \$278,076.56 | \$30,897.40 | \$308,973.95 |
| GENERAL LIABILITY INSURANCE | \$9,981.27 | \$119,775.25 | \$13,308.36 | \$133,083.62 |
| ADMINISTRATIVE OVERHEAD | \$40,346.01 | \$484,152.12 | \$53,794.68 | \$537,946.80 |
| CORPORATE FEE | \$60,407.24 | \$724,886.88 | \$80,542.99 | \$805,429.87 |
| TOTAL PER DIEM | \$672,305.40 | \$8,067,664.80 | \$896,407.20 | \$8,964,072.00 |
| | | | | |
| FACILITY USE COST | \$350,000.00 | | | \$4,200,000.00 |
| GRAND TOTAL | \$1,022,305.40 | | | \$13,164,072.00 |

NOTE:

a/ Monthly Flat Rate equals 90% of the facility's negotiated 600 bed capacity. (90% of 600 = 540 beds)
 b/ Any and all additional inmates from 541 to 600 (or such higher occupancy level as may be approved) will be billed monthly at the \$40.82 per diem rate.

**GOLDEN STATE MCCF
FISCAL YEAR 2012/2013
(December 15, 2012 thru June 30, 2013)
MINIMUM REQUIRED STAFFING**

| CLASSIFICATION | NUMBER OF POSITIONS | MONTHLY SALARY | TOTAL MONTHLY SALARY | TOTAL ANNUAL COST |
|---|---------------------------|--------------------|----------------------------|-------------------------|
| ADMINISTRATION | | | | |
| Facility Administrator | 1.00 | \$9,167.00 | \$9,167.00 | \$59,585.50 |
| Executive Sec/Pers. Manager | 1.00 | \$3,146.00 | \$3,146.00 | \$20,449.00 |
| CDC Clerk | 1.00 | \$1,733.00 | \$1,733.00 | \$11,264.50 |
| Business Manager | 1.00 | \$6,250.00 | \$6,250.00 | \$40,625.00 |
| Bookkeeper | 1.00 | \$3,146.00 | \$3,146.00 | \$20,449.00 |
| Warehouse/Supply | 1.00 | \$2,080.00 | \$2,080.00 | \$13,520.00 |
| Payroll Specialist | 1.00 | \$2,080.00 | \$2,080.00 | \$13,520.00 |
| Inmate Accounts Clerk | 1.00 | \$2,080.00 | \$2,080.00 | \$13,520.00 |
| Clerk Typist II | 1.00 | \$2,080.00 | \$2,080.00 | \$13,520.00 |
| Clerk Typist I | 1.00 | \$1,733.00 | \$1,733.00 | \$11,264.50 |
| Receptionist Clerk | 1.00 | \$1,733.00 | \$1,733.00 | \$11,264.50 |
| Sub-Total | 11.00 | \$35,228.00 | \$35,228.00 | \$228,982.00 |
| SECURITY | | | | |
| AFA Security | 1.00 | \$5,000.00 | \$5,000.00 | \$32,500.00 |
| Correctional Lieutenant | 5.00 | \$3,146.00 | \$15,730.00 | \$102,245.00 |
| Training Lieutenant | 1.00 | \$3,146.00 | \$3,146.00 | \$20,449.00 |
| Administrative Lieutenant | 1.00 | \$3,750.00 | \$3,750.00 | \$24,375.00 |
| Correctional Fire and Safety Lt. | 1.00 | \$3,146.00 | \$3,146.00 | \$20,449.00 |
| Correctional R & R Lieutenant | 1.00 | \$3,146.00 | \$3,146.00 | \$20,449.00 |
| Disruptive Group Lieutenant | 1.00 | \$3,146.00 | \$3,146.00 | \$20,449.00 |
| Correctional Officer | 84.17 | \$2,600.00 | \$218,842.00 | \$1,422,473.00 |
| Sub-Total | 95.17 | \$27,080.00 | \$255,906.00 | \$1,663,389.00 |
| EDUCATION | | | | |
| AFA Programs | 1.00 | \$6,250.00 | \$6,250.00 | \$40,625.00 |
| Academic Instructor E.S.L. | 1.00 | \$3,146.00 | \$3,146.00 | \$20,449.00 |
| Academic Instructor Basic Ed. | 1.00 | \$3,146.00 | \$3,146.00 | \$20,449.00 |
| Academic Instructor G.E.D. | 1.00 | \$3,146.00 | \$3,146.00 | \$20,449.00 |
| Counselor | 2.00 | \$3,146.00 | \$6,292.00 | \$40,898.00 |
| Recreation Library | 1.00 | \$2,600.00 | \$2,600.00 | \$16,900.00 |
| Vocational Instructor | 6.00 | \$3,146.00 | \$18,876.00 | \$122,694.00 |
| Pre-Release Instructor | 1.00 | \$3,146.00 | \$3,146.00 | \$20,449.00 |
| Sub-Total | 14.00 | \$27,726.00 | \$46,602.00 | \$302,913.00 |
| FOOD SERVICE | | | | |
| Food Service Manager | 1.00 | \$3,750.00 | \$3,750.00 | \$24,375.00 |
| Food Service Cook Supervisor | 5.00 | \$2,600.00 | \$13,000.00 | \$84,500.00 |
| Sub-Total | 6.00 | \$6,350.00 | \$16,750.00 | \$108,875.00 |
| MEDICAL/DENTAL | | | | |
| Physician (contract) | 0.50 | | | |
| Registered Nurse (RN) | 1.00 | \$7,792.00 | \$7,792.00 | \$50,648.00 |
| Sub-Total | 1.50 | \$7,792.00 | \$7,792.00 | \$50,648.00 |
| MAINTENANCE | | | | |
| Maintenance Supervisor | 1.00 | \$3,750.00 | \$3,750.00 | \$24,375.00 |
| Maintenance Technician | 1.00 | \$2,600.00 | \$2,600.00 | \$16,900.00 |
| Sub-Total | 2.00 | \$6,350.00 | \$6,350.00 | \$41,275.00 |
| TOTAL | 129.67 | | \$368,628.00 | \$2,396,082.00 |
| BENEFITS/PAYROLL TAXES: 24.6% | | | \$87,355.00 | \$572,181.57 |
| GRAND TOTAL | | | \$455,983.00 | \$2,968,263.57 |
| INMATE WELFARE FUND PAID POSITIONS | | | | |
| CANTEEN SERVICES | | | | |
| Canteen Manager | 1.00 | \$2,080.00 | \$2,080.00 | \$24,960.00 |
| TOTAL | 1.00 | \$2,080.00 | \$2,080.00 | \$24,960.00 |
| BENEFITS/PAYROLL TAXES: 24.6% | | | \$509.00 | \$6,112.00 |
| IWF TOTAL | | | \$2,589.00 | \$31,072.00 |

**GOLDEN STATE MCCF
FISCAL YEAR 2013/2014
(July 1, 2013 thru June 30, 2014)
MINIMUM REQUIRED STAFFING**

| CLASSIFICATION | NUMBER OF POSITIONS | MONTHLY SALARY | TOTAL MONTHLY SALARY | TOTAL ANNUAL COST |
|---|---------------------------|--------------------|----------------------------|-------------------------|
| ADMINISTRATION | | | | |
| Facility Administrator | 1.00 | \$9,167.00 | \$9,167.00 | \$110,004.00 |
| Executive Sec/Pers. Manager | 1.00 | \$3,146.00 | \$3,146.00 | \$37,752.00 |
| CDC Clerk | 1.00 | \$1,733.00 | \$1,733.00 | \$20,796.00 |
| Business Manager | 1.00 | \$6,250.00 | \$6,250.00 | \$75,000.00 |
| Bookkeeper | 1.00 | \$3,146.00 | \$3,146.00 | \$37,752.00 |
| Warehouse/Supply | 1.00 | \$2,080.00 | \$2,080.00 | \$24,960.00 |
| Payroll Specialist | 1.00 | \$2,080.00 | \$2,080.00 | \$24,960.00 |
| Inmate Accounts Clerk | 1.00 | \$2,080.00 | \$2,080.00 | \$24,960.00 |
| Clerk Typist II | 1.00 | \$2,080.00 | \$2,080.00 | \$24,960.00 |
| Clerk Typist I | 1.00 | \$1,733.00 | \$1,733.00 | \$20,796.00 |
| Receptionist Clerk | 1.00 | \$1,733.00 | \$1,733.00 | \$20,796.00 |
| Sub-Total | 11.00 | \$35,228.00 | \$35,228.00 | \$422,736.00 |
| SECURITY | | | | |
| AFA Security | 1.00 | \$5,000.00 | \$5,000.00 | \$60,000.00 |
| Correctional Lieutenant | 5.00 | \$3,146.00 | \$15,730.00 | \$188,760.00 |
| Training Lieutenant | 1.00 | \$3,146.00 | \$3,146.00 | \$37,752.00 |
| Administrative Lieutenant | 1.00 | \$3,750.00 | \$3,750.00 | \$45,000.00 |
| Correctional Fire and Safety Lt. | 1.00 | \$3,146.00 | \$3,146.00 | \$37,752.00 |
| Correctional R & R Lieutenant | 1.00 | \$3,146.00 | \$3,146.00 | \$37,752.00 |
| Disruptive Group Lieutenant | 1.00 | \$3,146.00 | \$3,146.00 | \$37,752.00 |
| Correctional Officer | 84.17 | \$2,600.00 | \$218,842.00 | \$2,626,104.00 |
| Sub-Total | 95.17 | \$27,080.00 | \$255,906.00 | \$3,070,872.00 |
| EDUCATION | | | | |
| AFA Programs | 1.00 | \$6,250.00 | \$6,250.00 | \$75,000.00 |
| Academic Instructor E.S.L. | 1.00 | \$3,146.00 | \$3,146.00 | \$37,752.00 |
| Academic Instructor Basic Ed. | 1.00 | \$3,146.00 | \$3,146.00 | \$37,752.00 |
| Academic Instructor G.E.D. | 1.00 | \$3,146.00 | \$3,146.00 | \$37,752.00 |
| Counselor | 2.00 | \$3,146.00 | \$6,292.00 | \$75,504.00 |
| Recreation Library | 1.00 | \$2,600.00 | \$2,600.00 | \$31,200.00 |
| Vocational Instructor | 6.00 | \$3,146.00 | \$18,876.00 | \$226,512.00 |
| Pre-Release Instructor | 1.00 | \$3,146.00 | \$3,146.00 | \$37,752.00 |
| Sub-Total | 14.00 | \$27,726.00 | \$46,602.00 | \$559,224.00 |
| FOOD SERVICE | | | | |
| Food Service Manager | 1.00 | \$3,750.00 | \$3,750.00 | \$45,000.00 |
| Food Service Cook Supervisor | 5.00 | \$2,600.00 | \$13,000.00 | \$156,000.00 |
| Sub-Total | 6.00 | \$6,350.00 | \$16,750.00 | \$201,000.00 |
| MEDICAL/DENTAL | | | | |
| Physician (contract) | 0.50 | | | |
| Registered Nurse (RN) | 1.00 | \$7,792.00 | \$7,792.00 | \$93,504.00 |
| Sub-Total | 1.50 | \$7,792.00 | \$7,792.00 | \$93,504.00 |
| MAINTENANCE | | | | |
| Maintenance Supervisor | 1.00 | \$3,750.00 | \$3,750.00 | \$45,000.00 |
| Maintenance Technician | 1.00 | \$2,600.00 | \$2,600.00 | \$31,200.00 |
| Sub-Total | 2.00 | \$6,350.00 | \$6,350.00 | \$76,200.00 |
| TOTAL | 129.67 | | \$368,628.00 | \$4,423,536.00 |
| BENEFITS/PAYROLL TAXES: 24.6% | | | \$87,355.00 | \$1,048,263.00 |
| GRAND TOTAL | | | \$455,983.00 | \$5,471,799.00 |
| INMATE WELFARE FUND PAID POSITIONS | | | | |
| CANTEEN SERVICES | | | | |
| Canteen Manager | 1.00 | \$2,080.00 | \$2,080.00 | \$24,960.00 |
| TOTAL | 1.00 | \$2,080.00 | \$2,080.00 | \$24,960.00 |
| BENEFITS/PAYROLL TAXES: 24.6% | | | \$509.00 | \$6,112.00 |
| IWF TOTAL | | | \$2,589.00 | \$31,072.00 |

GOLDEN STATE MCCF
FISCAL YEAR 2014/2015
(July 1, 2014 thru June 30, 2015)
MINIMUM REQUIRED STAFFING

| CLASSIFICATION | NUMBER OF POSITIONS | MONTHLY SALARY | TOTAL MONTHLY SALARY | TOTAL ANNUAL COST |
|---|---------------------------|--------------------|----------------------------|-------------------------|
| ADMINISTRATION | | | | |
| Facility Administrator | 1.00 | \$9,167.00 | \$9,167.00 | \$110,004.00 |
| Executive Sec/Pers. Manager | 1.00 | \$3,146.00 | \$3,146.00 | \$37,752.00 |
| CDC Clerk | 1.00 | \$1,733.00 | \$1,733.00 | \$20,796.00 |
| Business Manager | 1.00 | \$6,250.00 | \$6,250.00 | \$75,000.00 |
| Bookkeeper | 1.00 | \$3,146.00 | \$3,146.00 | \$37,752.00 |
| Warehouse/Supply | 1.00 | \$2,080.00 | \$2,080.00 | \$24,960.00 |
| Payroll Specialist | 1.00 | \$2,080.00 | \$2,080.00 | \$24,960.00 |
| Inmate Accounts Clerk | 1.00 | \$2,080.00 | \$2,080.00 | \$24,960.00 |
| Clerk Typist II | 1.00 | \$2,080.00 | \$2,080.00 | \$24,960.00 |
| Clerk Typist I | 1.00 | \$1,733.00 | \$1,733.00 | \$20,796.00 |
| Receptionist Clerk | 1.00 | \$1,733.00 | \$1,733.00 | \$20,796.00 |
| Sub-Total | 11.00 | \$35,228.00 | \$35,228.00 | \$422,736.00 |
| SECURITY | | | | |
| AFA Security | 1.00 | \$5,000.00 | \$5,000.00 | \$60,000.00 |
| Correctional Lieutenant | 5.00 | \$3,146.00 | \$15,730.00 | \$188,760.00 |
| Training Lieutenant | 1.00 | \$3,146.00 | \$3,146.00 | \$37,752.00 |
| Administrative Lieutenant | 1.00 | \$3,750.00 | \$3,750.00 | \$45,000.00 |
| Correctional Fire and Safety Lt. | 1.00 | \$3,146.00 | \$3,146.00 | \$37,752.00 |
| Correctional R & R Lieutenant | 1.00 | \$3,146.00 | \$3,146.00 | \$37,752.00 |
| Disruptive Group Lieutenant | 1.00 | \$3,146.00 | \$3,146.00 | \$37,752.00 |
| Correctional Officer | 84.17 | \$2,600.00 | \$218,842.00 | \$2,626,104.00 |
| Sub-Total | 95.17 | \$27,080.00 | \$255,906.00 | \$3,070,872.00 |
| EDUCATION | | | | |
| AFA Programs | 1.00 | \$6,250.00 | \$6,250.00 | \$75,000.00 |
| Academic Instructor E.S.L. | 1.00 | \$3,146.00 | \$3,146.00 | \$37,752.00 |
| Academic Instructor Basic Ed. | 1.00 | \$3,146.00 | \$3,146.00 | \$37,752.00 |
| Academic Instructor G.E.D. | 1.00 | \$3,146.00 | \$3,146.00 | \$37,752.00 |
| Counselor | 2.00 | \$3,146.00 | \$6,292.00 | \$75,504.00 |
| Recreation Library | 1.00 | \$2,600.00 | \$2,600.00 | \$31,200.00 |
| Vocational Instructor | 6.00 | \$3,146.00 | \$18,876.00 | \$226,512.00 |
| Pre-Release Instructor | 1.00 | \$3,146.00 | \$3,146.00 | \$37,752.00 |
| Sub-Total | 14.00 | \$27,726.00 | \$46,602.00 | \$559,224.00 |
| FOOD SERVICE | | | | |
| Food Service Manager | 1.00 | \$3,750.00 | \$3,750.00 | \$45,000.00 |
| Food Service Cook Supervisor | 5.00 | \$2,600.00 | \$13,000.00 | \$156,000.00 |
| Sub-Total | 6.00 | \$6,350.00 | \$16,750.00 | \$201,000.00 |
| MEDICAL/DENTAL | | | | |
| Physician (contract) | 0.50 | | | |
| Registered Nurse (RN) | 1.00 | \$7,792.00 | \$7,792.00 | \$93,504.00 |
| Sub-Total | 1.50 | \$7,792.00 | \$7,792.00 | \$93,504.00 |
| MAINTENANCE | | | | |
| Maintenance Supervisor | 1.00 | \$3,750.00 | \$3,750.00 | \$45,000.00 |
| Maintenance Technician | 1.00 | \$2,600.00 | \$2,600.00 | \$31,200.00 |
| Sub-Total | 2.00 | \$6,350.00 | \$6,350.00 | \$76,200.00 |
| TOTAL | 129.67 | | \$368,628.00 | \$4,423,536.00 |
| BENEFITS/PAYROLL TAXES: 24.6% | | | \$87,355.00 | \$1,048,263.00 |
| GRAND TOTAL | | | \$455,983.00 | \$5,471,799.00 |
| INMATE WELFARE FUND PAID POSITIONS | | | | |
| CANTEEN SERVICES | | | | |
| Canteen Manager | 1.00 | \$2,080.00 | \$2,080.00 | \$24,960.00 |
| TOTAL | 1.00 | \$2,080.00 | \$2,080.00 | \$24,960.00 |
| BENEFITS/PAYROLL TAXES: 24.6% | | | \$509.00 | \$6,112.00 |
| IWF TOTAL | | | \$2,589.00 | \$31,072.00 |

GOLDEN STATE MCCF
FISCAL YEAR 2015/2016
(July 1, 2015 thru June 30, 2016) LEAP YEAR
MINIMUM REQUIRED STAFFING

| CLASSIFICATION | NUMBER OF POSITIONS | MONTHLY SALARY | TOTAL MONTHLY SALARY | TOTAL ANNUAL COST |
|---|---------------------------|--------------------|----------------------------|-------------------------|
| ADMINISTRATION | | | | |
| Facility Administrator | 1.00 | \$9,167.00 | \$9,167.00 | \$110,004.00 |
| Executive Sec/Pers. Manager | 1.00 | \$3,146.00 | \$3,146.00 | \$37,752.00 |
| CDC Clerk | 1.00 | \$1,733.00 | \$1,733.00 | \$20,796.00 |
| Business Manager | 1.00 | \$6,250.00 | \$6,250.00 | \$75,000.00 |
| Bookkeeper | 1.00 | \$3,146.00 | \$3,146.00 | \$37,752.00 |
| Warehouse/Supply | 1.00 | \$2,080.00 | \$2,080.00 | \$24,960.00 |
| Payroll Specialist | 1.00 | \$2,080.00 | \$2,080.00 | \$24,960.00 |
| Inmate Accounts Clerk | 1.00 | \$2,080.00 | \$2,080.00 | \$24,960.00 |
| Clerk Typist II | 1.00 | \$2,080.00 | \$2,080.00 | \$24,960.00 |
| Clerk Typist I | 1.00 | \$1,733.00 | \$1,733.00 | \$20,796.00 |
| Receptionist Clerk | 1.00 | \$1,733.00 | \$1,733.00 | \$20,796.00 |
| Sub-Total | 11.00 | \$35,228.00 | \$35,228.00 | \$423,894.18 |
| SECURITY | | | | |
| AFA Security | 1.00 | \$5,000.00 | \$5,000.00 | \$60,000.00 |
| Correctional Lieutenant | 5.00 | \$3,146.00 | \$15,730.00 | \$188,760.00 |
| Training Lieutenant | 1.00 | \$3,146.00 | \$3,146.00 | \$37,752.00 |
| Administrative Lieutenant | 1.00 | \$3,750.00 | \$3,750.00 | \$45,000.00 |
| Correctional Fire and Safety Lt. | 1.00 | \$3,146.00 | \$3,146.00 | \$37,752.00 |
| Correctional R & R Lieutenant | 1.00 | \$3,146.00 | \$3,146.00 | \$37,752.00 |
| Disruptive Group Lieutenant | 1.00 | \$3,146.00 | \$3,146.00 | \$37,752.00 |
| Correctional Officer | 84.17 | \$2,600.00 | \$218,842.00 | \$2,626,104.00 |
| Sub-Total | 95.17 | \$27,080.00 | \$255,906.00 | \$3,079,285.35 |
| EDUCATION | | | | |
| AFA Programs | 1.00 | \$6,250.00 | \$6,250.00 | \$75,000.00 |
| Academic Instructor E.S.L. | 1.00 | \$3,146.00 | \$3,146.00 | \$37,752.00 |
| Academic Instructor Basic Ed. | 1.00 | \$3,146.00 | \$3,146.00 | \$37,752.00 |
| Academic Instructor G.E.D. | 1.00 | \$3,146.00 | \$3,146.00 | \$37,752.00 |
| Counselor | 2.00 | \$3,146.00 | \$6,292.00 | \$75,504.00 |
| Recreation Library | 1.00 | \$2,600.00 | \$2,600.00 | \$31,200.00 |
| Vocational Instructor | 6.00 | \$3,146.00 | \$18,876.00 | \$226,512.00 |
| Pre-Release Instructor | 1.00 | \$3,146.00 | \$3,146.00 | \$37,752.00 |
| Sub-Total | 14.00 | \$27,726.00 | \$46,602.00 | \$560,756.12 |
| FOOD SERVICE | | | | |
| Food Service Manager | 1.00 | \$3,750.00 | \$3,750.00 | \$45,000.00 |
| Food Service Cook Supervisor | 5.00 | \$2,600.00 | \$13,000.00 | \$156,000.00 |
| Sub-Total | 6.00 | \$6,350.00 | \$16,750.00 | \$201,550.68 |
| MEDICAL/DENTAL | | | | |
| Physician (contract) | 0.50 | | | |
| Registered Nurse (RN) | 1.00 | \$7,792.00 | \$7,792.00 | \$93,504.00 |
| Sub-Total | 1.50 | \$7,792.00 | \$7,792.00 | \$93,760.18 |
| MAINTENANCE | | | | |
| Maintenance Supervisor | 1.00 | \$3,750.00 | \$3,750.00 | \$45,000.00 |
| Maintenance Technician | 1.00 | \$2,600.00 | \$2,600.00 | \$31,200.00 |
| Sub-Total | 2.00 | \$6,350.00 | \$6,350.00 | \$76,408.77 |
| TOTAL | 129.67 | | \$368,628.00 | \$4,435,655.28 |
| BENEFITS/PAYROLL TAXES: 24.6% | | | \$87,355.00 | \$1,051,134.95 |
| GRAND TOTAL | | | \$455,983.00 | \$5,486,790.23 |
| INMATE WELFARE FUND PAID POSITIONS | | | | |
| CANTEEN SERVICES | | | | |
| Canteen Manager | 1.00 | \$2,080.00 | \$2,080.00 | \$24,960.00 |
| TOTAL | 1.00 | \$2,080.00 | \$2,080.00 | \$25,028.38 |
| BENEFITS/PAYROLL TAXES: 24.6% | | | \$509.00 | \$6,128.75 |
| IWF TOTAL | | | \$2,589.00 | \$31,157.13 |

Plata v. Brown (Schwarzenegger) and *Coleman v. Brown (Schwarzenegger)*, is hereby incorporated by reference and made part of this Agreement as if attached hereto. These documents can be viewed at:

<http://www.caed.uscourts.gov/caed/Documents/90cv520o10804.pdf>

CALIFORNIA PRISON HEALTH CARE SERVICES



| | |
|--|--|
| VOLUME 1: GOVERNANCE & ADMINISTRATION | Effective Date: 12/03 |
| CHAPTER 6A | Revision Date(s): 11/08/10 |
| UTILIZATION MANAGEMENT PROGRAM POLICY | Attachments: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |

I. PURPOSE

The purpose of this policy is to provide a mechanism for maintaining quality, timely cost-effective health care delivery, which includes:

- Assisting in the optimal allocation of limited resources within the CPHCS health care delivery system, eliminating under- and over-utilization.
- Supporting referral management, and provide prospective (pre-admission and outpatient authorization), concurrent (continued stay), and retrospective reviews.
- Ensuring that services are medically necessary and provided at the appropriate level/source of care.
- Ongoing monitoring of the quality of patient care, patient outcomes, and costs.

II. POLICY

To promote the best possible patient outcomes, eliminate unnecessary cost, and ensure consistency in the delivery of health care services, California Prison Health Care Services (CPHCS) shall maintain a Utilization Management (UM) program which will ensure the appropriate use of limited health care resources, including medical procedures, consultations with specialists, diagnostic studies, inpatient beds, and outpatient beds allocated for health program use.

The UM program encompasses the following activities:

- A. Establishing a standardized, auditable system for managing resource use.
- B. Implementing evidence-based medical necessity criteria statewide to reduce unnecessary referrals and consultations.
- C. Issuing standardized UM policies, procedures, forms, and processes for managing requests for medical services to reduce backlogs, wait times, custody and transport demands, and to improve access to care.
- D. Providing a centralized process for reviewing medical outcomes to identify cost-effective care and define best practices leading to a specific outcome.
- E. Ensuring that specialty care referrals are executed consistently within acceptable timeframes.
- F. Implementing a centralized system for tracking and analyzing key operating data related to health care costs and length of stay by institution and region.
- G. Providing prospective identification of high-risk patient populations that may be case managed to improve coordination of care and reduce future costs.
- H. Ensuring oversight for local institution UM operations and supporting organizational goals for access to care, quality outcomes, an effective and accessible specialty network, prompt access to hospital and infirmary resources, and cost-effective, auditable outcomes.

CALIFORNIA PRISON HEALTH CARE SERVICES

- I. Establishing a committee structure at headquarters and in the field to provide oversight and review of the UM program and ensure compliance with all UM policy and procedures.
- J. Ensure appropriate application of utilization criteria through inter rater reliability testing.
- K. Developing a work plan with annual performance objectives and associated program strategies.

III. REVIEW CRITERIA

All services shall be reviewed for medical necessity in compliance with California Code of Regulations, Title 15, Division 3, Chapter 1, Subchapter 4, Article 8, Section 3350. Any request for a medical service that is excluded by the applicable regulation shall be reviewed by the second level reviewer (the institutional Medical Executive or designee), the institutional UM committee and the headquarters UM committee. Recommendations for additions, deletions or modifications to covered services shall be documented and forwarded for review by the headquarters UM committee.

IV. APPLICABILITY

California Prison Health Care Services UM processes shall be applied to inpatient and selected outpatient medical and mental health services which are provided to CPHCS patient-inmates, by both departmental employees and contracted health care providers. Utilization Management activities shall be performed at CPHCS health care facilities, and contracted health care facilities.

V. DEFINITIONS

Concurrent Review: Reviews to evaluate the ongoing need for acute, sub-acute, or non-acute levels of care, including review of admissions, continued stays and discharge planning activities.

InterQual Criteria: A library of evidence-based clinical decision support criteria used extensively throughout the health care delivery system by a wide range of health care organizations. These criteria are supported by a clinical advisory team of over 600 academic experts and updated yearly.

Inter Rater Reliability Testing: Evaluates the application of standardized medical management criteria.

Medical Necessity: Health care services that are determined by the attending physician to be reasonable and necessary to protect life, prevent significant illness or disability, or alleviate severe pain, and are supported by health outcome data as being effective medical care.

Prospective Review: Reviews conducted prior to services being rendered (e.g., to determine whether the inmate-patient's illness necessitates the requested level of care, or if services could be provided at a lower level of care).

Retrospective Review: Reviews to evaluate the medical necessity and appropriateness of treatment after it has been rendered, as well as to compare billed services with the actual treatment authorized.

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VI. RESPONSIBILITIES

The Chief Executive Officer at each institution is responsible for the implementation of this policy at the local level.

VII. REFERENCES

- California Code of Regulations, Title 15, Division 3, Chapter 1, Subchapter 4, Article 8, Sections 3350-3352.1.

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| VOLUME 1: GOVERNANCE & ADMINISTRATION | Effective Date: 12/03 |
| CHAPTER 6B | Revision Date(s): 11/08/10 |
| UTILIZATION MANAGEMENT PROGRAM REVIEW PROCEDURE | Attachments: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |

I. PROCEDURE OVERVIEW

The purpose of this procedure is to provide a general outline of the California Prison Health Care Services (CPHCS) Utilization Management (UM) review process, documentation requirements, UM committees, and the process for determining inter rater reliability.

II. DEFINITIONS

Medical Necessity: Health care services that are determined by the attending physician to be reasonable and necessary to protect life, prevent significant illness or disability, or alleviate severe pain, and are supported by outcome data as being effective medical care

III. PROCEDURES

A. Utilization Management Review Process

1. The UM review process shall include prospective, concurrent, and retrospective reviews.
2. First Level Review
The institution UM Nurse or designee in each institution will be designated as the first level reviewer, and will review the following using statewide program guidelines and criteria:
 - a. Health care provider service requests
 - b. Medical necessity for community hospital admissions and continued stay
 - c. Requests for selected consultation, diagnostic procedures and outpatient services
3. Second Level Review
The Chief Medical Executive (CME) or designee is the second level reviewer and reviews all first level reviews.
4. Third Level Review
The Institution Utilization Management Committee (IUMC) is the third level reviewer. The IUMC shall review requests for services that do not meet medical necessity criteria which a provider wishes to appeal; requests for services that do not meet medical necessity criteria but which are approved; requests for services that are medical treatment services exclusions under California Code of Regulations, Title 15, Division 3, Chapter 1, Subchapter 4, Article 8, Section 3350; and cases of high cost, high risk, high risk management nature.
5. Fourth Level Review
The fourth and final level of review and appeal is performed by the Headquarters Utilization Management Committee (HUMC).

B. Documentation/Forms

1. Each health care provider requesting health care services shall complete a California Department of Corrections and Rehabilitation (CDCR) Form 7243, Physician Request

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for Services (RFS) before rendering non-emergency services and after emergency services are rendered for the purpose of concurrent/retrospective review.

2. The UM Nurse shall be responsible for maintaining and distributing all completed UM forms or correspondence.
3. Forms referenced in program guidelines shall be used until they are replaced by an electronic medical record and reporting system. Institutions shall use the forms as designed. Changes or modifications to the forms shall be approved by CPHCS prior to use.
4. All completed pertinent UM documentation shall be stapled together and filed by CDCR number according to the filing system utilized by Medical Records. UM documentation shall be filed in the Unit Health Record (UHR). All UM documentation and computer databases shall be kept on file for a minimum of three (3) years. Examples of pertinent documentation and computer records, to be filed in the order listed below, include:
 - a. UM worksheet
 - b. UM concurrent review and recorded data
 - c. Information requests and information received
 - d. Copies of other supporting documentation

C. Reports

The HUMC shall provide reports to the headquarters Quality Management Committee (QMC) as requested. The HUMC shall also submit the Annual UM Work-plan and the Annual UM Program Evaluation to the headquarters QMC.

D. Headquarters Utilization Management Committee

1. Overview

The HUMC's duties shall include, but are not limited to:

- a. Oversight of UM policies, procedures, criteria selections and standards.
- b. Development and reporting of utilization management services indicators.
- c. Analysis of trends and development of medical cost containment programs.
- d. Assessment of effectiveness and efficiency of resource allocation and management.
- e. Clearly define expectations for primary care providers.
- f. Evaluate, analyze and provide feedback on provider and institutional practice patterns.
- g. Provide direction for specialty care referrals and bed usage through defining medical necessity, selecting appropriate referral, admission and discharge criteria, and setting statewide standards for utilization management.
- h. Assess and recommend interventions to correct either over or under utilization of medical care services, including assessments of access and availability of medical care.

2. Membership

The HUMC will consist of the following members however only medical doctors shall vote on clinical issues:

- a. UM, CME (Chair)
- b. HUMC Nurse/Nurse Consultant Program Review Lead
- c. Mental Health and Dental representatives, as needed
- d. Representatives from regional/statewide Medical and Nursing leadership



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- e. Additional physician representatives appointed by the UMC
- f. Other members as determined by the committee
- 3. Quorum
A quorum shall exist when half of the committee's voting members are in attendance. The committee may not take action on any agenda item without a quorum.
- 4. Voting
 - a. All medical doctor members each have one vote.
 - b. Committee members must complete a conflict of interest disclosure form declaring any financial interests in organizations, products, or services referenced in utilization management.
 - c. Members should disclose any potential conflicts of interest, via disclosure form or other mechanism, prior to discussion and shall abstain from voting if a conflict exists. Examples of conflict include:
 - 1) Substantial ownership of company stock related to medical supplies, medications, or other products recommended in particular guidelines,
 - 2) Service as a consultant to an organization issuing guidelines,
 - 3) Serving as principal researcher for company that produces medical supplies, medications, or other products recommended in guidelines under discussion.
 - d. Committee members may determine that a conflict disclosed does not represent a potential for bias, and permit the member to vote. The discourse shall be documented in the minutes.
- 5. Reporting Structure
The HUMC reports to the headquarters QMC.
- 6. Documentation
A record of committee proceedings shall be filed by CDCR number at a secure, accessible Medical Program Headquarters site for at least three (3) years. At a minimum, that record shall describe all HUMC actions and recommendations.
- 7. Committee Actions
 - a. At least monthly, the HUMC will review data describing the following:
 - 1) Health care access, including backlogs in specialty care referrals, bed census information, and gaps in the provider network.
 - 2) Adherence to UM standards, including adherence to established criteria and the CDCR formulary.
 - b. The HUMC shall be empowered to take the following actions:
 - 1) Develop standardized definitions for medical necessity.
 - 2) Develop UM policies, procedures, and standards.
 - 3) Recommend the adoption of specified UM criteria.
 - 4) Develop interventions to correct over-and-under utilization of medical, mental health, and dental services.
 - 5) Implement interventions approved by the QMC and monitor progress.
 - 6) Recommend strategies to improve the effectiveness and efficiency of resource allocation and management.
 - 7) Recommend strategies to increase provider network capacity.
 - 8) Refer institution-specific problems with health care access and/or compliance with standards and criteria to local UM Committees for appropriate action.

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- 9) Refer professional practice issues to the Professional Practice Executive Committee for action.
 - 10) Refer quality improvement issues to QMC for action.
 - 11) Other actions as appropriate.
- c. The HUMC will develop an annual UM plan that describes:
 - 1) Program areas identified as highest priority for that year.
 - 2) Interventions scheduled for implementation.
 - 3) Ongoing monitoring and evaluation of priority program areas and planned interventions.
 - 4) Any other important UM activity.
 - d. The UM plan will be submitted to QMC for approval. The HUMC will be responsible for regularly reviewing and updating the UM plan, and communicating progress to QMC.
8. Confidentiality
- The proceedings and records of the committee shall be confidential and protected from discovery to the extent permitted by law, including, but not limited to, the California Evidence Code and California Civil Code.

E. Institutional Utilization Management Committee

1. Overview

To both optimize patient outcomes and avoid unnecessary expenditures, CPHCS requires the appropriate use of specialty care, diagnostic, licensed inpatient, and other health care resources. The IUMC's duties shall include, but are not limited to:

- a. Ensure compliance with all UM program policy and procedures.
- b. Regularly review and analyze data sources regarding specialty referrals, institutional and community hospital bed utilization.
- c. Develop and monitor corrective action plans that address over- and under-utilization issues and specialist access to care.
- d. Ensure that institutions' medical staff receive training on UM policies and procedures, and provide feedback to providers regarding adherence to policies and procedures.
- e. Identify gaps in provider network resources and elevate this information to the HUMC.

2. Membership

The IUMC will consist of the following members however, only medical doctors shall vote on clinical issues:

- a. CME
- b. Health Care Manager/Chief Executive Officer (HCM/CEO)
- c. Chief Physician and Surgeon
- d. Chief Nursing Executive
- e. UM Nurse
- f. Warden, or Associate Warden for Health Care (as needed)
- g. Physician Representative
- h. Mid-level Representative
- i. Mental Health Representative (as needed)
- j. Pharmacy Representative (as needed)

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Committee members may choose a designee to serve in the event that members cannot attend a meeting. Designees must be approved by the IUMC.

3. Quorum

A quorum shall exist when half of the committee's voting members are in attendance. The committee may not take action on any agenda item without a quorum.

4. Voting

Members each have one vote.

a. Committee members must complete a conflict of interest disclosure form declaring any financial interests in organizations, products, or services referenced in clinical guidelines.

b. Members should disclose any potential conflicts of interest, via disclosure form or other mechanism, prior to discussion and shall abstain from voting if a conflict exists. Examples of conflict include:

- 1) Substantial ownership of company stock related to medical supplies, medications, or other products recommended in particular guidelines,
- 2) Service as a consultant to an organization issuing guidelines,
- 3) Serving as principal researcher for company that produces medical supplies, medications, or other products recommended in guidelines under discussion.

c. Committee members may determine that a conflict disclosed does not represent a potential for bias, and permit the member to vote. The discourse shall be documented in the minutes.

5. Reporting Structure

The IUMC reports to the Institutional Quality Management Committee (IQMC). The IQMC will provide monthly reports to the HUMC.

6. Documentation

A record of committee proceedings shall be kept at a secure, accessible institutional medical program site for a period of three (3) years. At a minimum, that record shall describe all IUMC actions and recommendations.

7. Committee Actions

a. Each month, the IUMC will review:

- 1) Specialty care referral data, including backlog data and application of InterQual criteria in the processing of referrals
- 2) Bed census data, including institutional and community hospital bed usage
- 3) Other available UM data, such as data regarding prescribing practices and orders for diagnostic or laboratory studies.
- 4) Service requests for inmates due to parole in less than 90 days or where the potential for continuity of care can be adversely impacted by the parole date which can extend beyond 90 days.

b. Reports with this data shall be submitted monthly to the IQMC and HUMC. It is the IUMC's responsibility to ensure that program utilization data and reports are reported accurately and on time.

c. The IUMC shall be empowered to take the following actions:

- 1) Identify areas of over and under utilization, and address these areas for focused review, education and interventions for the primary care provider and specialist communities.



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- 2) Coordinate the institution's participation in regional and statewide UM interventions.
 - 3) Serve as third level reviewer for requests for services that do not meet medical necessity criteria but which are approved; requests for services that are medical treatment services exclusions under Title XV; and cases of high cost, high risk, and high risk management nature.
 - 4) Review specialty care appeals and complex cases, and make referrals as appropriate to the HUMC.
 - 5) Recommend the adoption of guidelines, the development of new UM policies or procedures, or the modification of existing UM policies or procedures.
 - 6) Identify institution interventions, practices, and guidelines that have proven effective and refer that information to the HUMC.
 - 7) Provide feedback to providers regarding adherence to policies and procedures.
 - 8) Work with institution training staff to develop and implement UM training programs to increase adherence to UM policy and procedures.
 - 9) Identify gaps in provider network resources and elevate this information to the HUMC.
8. Confidentiality
- The proceedings and records of the committee shall be confidential and protected from discovery to the extent permitted by law, including, but not limited to, the California Evidence Code and California Civil Code.

F. Inter-Rater Reliability

1. The Inter-Rater Reliability (IRR) testing process evaluates consistency amongst the UM Regional Physician Advisors (RPA) and Nurse Consultant, Program Review (NCPR) staff in the application of standardized medical management criteria (InterQual) in the review of requests for services.
2. Primary Reviewer IRR
 - a. Method of Data Collection: Retrospective review of Routine RFS forms reviewed by the UM Primary Reviewer.
 - b. Staff Responsible:
 - 1) UM CME
 - 2) UM support staff
 - 3) UM NCPR Lead
 - c. Sample Size: A random sample of RFS forms done at each institution for off site specialist referrals will be selected. Each selected RFS will be reviewed by a Regional UM NCPR and /or RPA who was not involved in the initial determination. The review will study the application of InterQual criteria and accuracy of the determination.
 - d. Results: An accuracy rate of 90% is the goal. If the goal is not reached, a corrective action shall be initiated by the UM CME/ or NCPR Lead which may include but not be limited to educational activities, increased scrutiny of decisions and/or supervision of decisions. When compiled, results shall be included in the Annual UM Work plan and the Annual UM report to the QMC.
 - e. Time Frame: The audit will be conducted each January, and more often at the discretion of the UM CME and/or NCPR Lead.

3. Physician Review

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- a. The UM CME shall schedule and coordinate the annual audit. The audit may additionally be scheduled at other times during the year at the discretion of the UM CME. Ten (10) random files shall be selected from routine RFS forms for off site specialist referrals that were reviewed by Secondary Reviewers at institutions that were approved, and 10 random files shall be selected that were denied.
- b. Individual UM Physician Advisors and other physician staff in UM that participate in the UM decision/audit process shall review at least ten (10) approvals and denials.
- c. An accuracy rate of no less than 90% is expected. If this rate is not achieved, a corrective action plan shall be initiated that includes but may not be limited to educational activities, supervision of the physician, and/or additional scrutiny of decisions.

IV. REFERENCES

- California Code of Regulations, Title 15, Division 3, Chapter 1, Subchapter 4, Article 8, Sections 3350-3352.1.
- California Civil Code Section 56 et seq.
- California Evidence Code Section 1157
- Inmate Medical Services Policies and Procedures, Volume 4

Inmate Health Care Advice Record
CDCR 7323

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|--|----------------------------|---|----------------------|
| NAME OF CENTER/FACILITY | NAME OF HUB INSTITUTION | DATE ADVICE RENDERED | TIME ADVICE RENDERED |
| NAME OF REQUESTING CBU OFFICIAL | | TITLE | TELEPHONE NUMBER |
| NAME AND ADDRESS OF HEALTH CARE PROVIDER | | | |
| TYPE OF ALIMENT DISCUSSED | | | |
| ADVICE RENDERED | | | |
| COURSE OF ACTION TAKEN | | | |
| SICK CALL APPOINTMENT DATE | SICK CALL APPOINTMENT TIME | SICK CALL APPOINTMENT LOCATION | |
| CMO/DESIGNEE SIGNATURE | TITLE | CDC NUMBER , NAME (LAST, FIRST, M. I., AND DATE OF BIRTH) | |
| NAME (PRINT OR TYPE) | TELEPHONE NUMBER | | |
| DISTRIBUTION ORIGINAL - CENTRAL FILE COPY-CCC/F INMATE FILE COPY-CARE PROVIDER, FOR ATTACHMENT TO INVOICE CONTRACT BEDS UNIT INMATE HEALTH CARE ADVICE RECORD | | | |

CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION
CONTRACT BEDS UNIT

NON-ROUTINE MEDICAL TRANSPORTATION AND SECURITY OVERTIME REPORT
REIMBURSEMENT INVOICE

(FACILITY'S NAME)

(FACILITY ADDRESS)

(CONTRACT NUMBER)

(MONTH & YEAR)

ONE PAGE PER EMPLOYEE AND TRANSPORT DATE.

DATE OF MEDICAL TRANSPORT:

INMATES NAME:

CDCR NUMBER:

MEDICAL LOCATION:

MEDICAL DISPOSITION:

EMPLOYEE NAME:

REGULAR WORK HOURS

REGULAR DAYS OFF

DATE OF OVERTIME

OVERTIME STARTED

OVERTIME ENDED

TOTAL OVERTIME HOURS

RATE OF PAY PER HOUR

TOTAL AMOUNT REQUESTED FOR REIMBURSEMENT

\$0.00

NOTE: Attach all appropriate documentation for each transport. (CDCR-7322 or CDCR-7323, CDCR-7317, Body Receipt, Employee's Timecard) If all documentation is not attached invoice will not be processed for payment.

Mental Health Services Delivery System Guide (revised 2009), is hereby incorporated by reference and made part of this Agreement as if attached hereto. These documents can be viewed at:

<http://intranet/Pro/cphcs/mentalhealth/Documents/ProgramGuide/MHSDS%20Program%20Guide%202009%20Revision%20COMPLETE.pdf>